

State of New York
Supreme Court: County of Erie

STANLEY A. GEIST
8231 Old Post Road E.
East Amherst, New York 14051

Plaintiff,

vs.

**HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY**
Hartford Plaza
Hartford, Connecticut 06115

Defendant.

**SUMMONS SERVED WITH
COMPLAINT**

Index No. 2006-13137

DEC 29 2006

**ERIE COUNTY
CLERK'S OFFICE**


TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and serve a copy of your answer, or, if the complaint is not served with a summons, to serve a notice of appearance on the plaintiffs' attorney within twenty (20) days after service of this summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear of answer, judgment may be taken against you by default for the relief demanded in the complaint.

County of Erie is designated as the place of trial on basis of residence of plaintiff(s), who reside in the County of Erie and State of New York.

DATED: Buffalo, New York
December 28, 2006

Respectfully submitted,



William A. Gersten, Esq.
LAW OFFICES OF JAMES E. MORRIS
Attorneys for Plaintiff(s)
1015 Liberty Building
424 Main Street
Buffalo, New York, 14202
(716) 855-1118

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Supreme Court : County of Erie

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Plaintiff STANLEY A. GEIST, by and through his attorneys *Law Offices of James E. Morris*, as and for his Complaint against defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY, alleges as follows upon information and belief and on information presently available:

**AS AND FOR A FIRST CAUSE OF ACTION BY THE PLAINTIFF
STANLEY A. GEIST AGAINST DEFENDANT HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY**

1. At all times hereinafter mentioned, plaintiff STANLEY A. GEIST was and still is a resident of the County of Erie, State of New York, residing at 8231 Old Post Road E., East Amherst, New York.
2. At all times hereinafter mentioned, defendant THE HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY was and is a foreign corporation duly licensed to transact insurance business in the State of New York; who performs regular, systematic, and continuous business in the State of New York, County of Erie and derives substantial revenue therefrom; who maintains offices for the transaction of business in the State of New York, County of Erie; and who has entered into an insurance agreement/contract with the plaintiff's employer in the State of New York, County of Niagara, out of which these causes of action arise.
3. This action arises under the Employee Retirement Income Security Act of 1974, 29 USC 1132, Civil Enforcement.
4. On or about May 18, 1998, plaintiff STANLEY A. GEIST became totally disabled

due to side effects from medications for polypoid melanoma treatments and has ever since been totally disabled from such sickness.

5. Plaintiff STANLEY A. GEIST filed notice and proof of his total disability with defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY on the forms provided by the defendant.

6. Occidental Petroleum Corporation was plaintiff's employer at the time of disability and maintained a Group Insurance Policy with defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY for its qualifying employees which included the plaintiff STANLEY A. GEIST.

7. On May 19, 1998, in consideration of the premiums provided for therein by the Group Policy Holder, Occidental Petroleum Corporation, defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY issued to plaintiff STANLEY A. GEIST long term disability benefits under its policy of disability insurance number GLT206372.

8. The above mentioned policy provides for a monthly benefit of \$7000.02 plus a monthly contribution to a qualifying retirement account in the amount of 10% of his gross salary per month indexed annually at 6% in the event that plaintiff STANLEY A. GEIST remained totally disabled as defined per the terms of the above mentioned policy, but not beyond September 8, 2009.

9. In compliance with the above policy, defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY paid plaintiff STANLEY A. GEIST all monthly long term disability payments due under the terms of the policy until October 1, 2005. On this date, defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY ceased payments, and has since then failed and refused, and still fails and refuses, to pay plaintiff STANLEY A. GEIST \$7000.02 per month in long term disability benefits plus 10% of his gross salary per month payable as retirement contributions indexed annually at 6%, or any parts thereof, although due demand therefore per the terms of the policy has been made.

10. That defendant's HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY's decision to terminate plaintiff's STANLEY A. GEIST's long term disability benefits was arbitrary or capricious, unsupported by substantial evidence, or founded on an erroneous

interpretation of law.

11. At all times since May 18, 1998, plaintiff STANLEY A. GEIST has been and continues to be totally disabled as a result of the conditions alleged in Paragraph 4 above as defined per the terms in policy number GLT206372.

12. Plaintiff STANLEY A. GEIST has performed all necessary conditions precedent that are required of him under policy number GLT206372 prior to filing this action.

13. Under the terms of the policy, defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY is liable for wrongful termination of benefits owed to plaintiff STANLEY A. GEIST for \$7,000.02 per month from October 1, 2005, continuously until the present, making a total long term disability sum of \$105,000.30, plus a monthly contribution to a qualifying retirement account in the amount of 10% of his gross salary per month indexed annually at 6%, plus statutory interest that has accrued during the past 15 months ending on December 31, 2006.

**AS AND FOR A SECOND CAUSE OF ACTION BY THE PLAINTIFF
STANLEY A. GEIST AGAINST DEFENDANT HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY**

14. Plaintiff STANLEY A. GEIST repeats and realleges each and every allegation contained in paragraph 1 through 13 above as though set forth fully and at length herein.

15. Long term disability benefits per policy number GLT206372 are to be paid to plaintiff STANLEY A. GEIST in the amount of a payment of \$7,000.02 per month until September 8, 2009 plus a monthly retirement contribution of 10% of his gross salary per month indexed annually at 6% until September 8, 2009 while plaintiff remains totally disabled as defined per the terms of the above policy.

16. Under the terms of the policy, defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY is liable to plaintiff STANLEY A. GEIST for future long term disability payments of \$7,000.02 per month from January 1, 2007 until September 8, 2009 plus a monthly retirement contribution of 10% of his gross salary per month indexed annually at 6% from January 1, 2007 until September 8, 2009 while plaintiff remains totally disabled as defined per the terms of the above policy. Accordingly, plaintiff seeks reinstatement of long term disability benefit payments to plaintiff in the amount of \$7,000.02 per month beginning January 1, 2007 and

for reinstatement of a monthly retirement contribution of 10% of his gross salary per month indexed annually at 6% beginning January 1, 2007, plus statutory interest that may accrue prior to such judgment for plaintiff STANLEY A. GEIST.

**AS AND FOR A THIRD CAUSE OF ACTION BY THE PLAINTIFF
STANLEY A. GEIST AGAINST DEFENDANT HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY**

17. Plaintiff STANLEY A. GEIST repeats and realleges each and every allegation contained in paragraph 1 through 16 above as though set forth fully and at length herein.

18. As a result of defendant's HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY's breach, plaintiff STANLEY A. GEIST retained counsel and seeks reimbursement for his reasonable attorney fees and expenses, as authorized by 29 USC 1332(g)(1).

WHEREFORE, plaintiff STANLEY A. GEIST respectfully demands judgment as follows:

(1) On the first cause of action, judgment in favor of plaintiff STANLEY A. GEIST and against defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY in the sum \$105,000.30 plus amounts equivalent to monthly contributions to a qualifying retirement account in the amount of 10% of his gross salary per month indexed annually at 6%, plus statutory interest from October 1, 2005 to December 31, 2006.;

(2) On the second cause of action, judgment in favor of plaintiff STANLEY A. GEIST and against defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY for re-instatement of monthly long term disability benefits effective January 1, 2007 in a payment of \$7,000.02 per month, plus a monthly retirement contribution of 10% of his gross salary per month indexed annually at 6%, plus statutory interest that may accrue until re-instatement, while plaintiff remains totally disabled as defined per the terms of the above policy until September 8, 2009; and

(3) On the third cause of action, judgment in favor of plaintiff STANLEY A. GEIST and against defendant HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY for reasonable attorney fees and expenses incurred as a result of this action.

And for such other, further, or different relief as the Court deems just and proper.

DATED: Buffalo, New York
December 28, 2006

Respectfully submitted,



William A. Gersten, Esq.

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Attorneys for Plaintiff(s)

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